FOR COUNTY USE ONLY

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County of San Bernardino

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STANDARD CONTRACT

	New	Vendor Code				Dept.		Contract Number				
Χ	Change Cancel	SOCIAL237			SC	ADS	A	02-622 A-2				
Co	County Department					Dept.	Org	n.	Contractor's License No.			
Ве	havioral I	Health	า		,	ADS	ADS					
Со	unty Depar	tment (Contract R	Represen	tative	Tele	ephone		Total Contract Amount			
Arr	mand Fre	itas			((909) 421-9460 \$3,12			26,774			
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Ļ	Revenue				Jnencumber		Other					
If r					type, provide				0			
	Commo	dity Co	ode		t Start Date				3		Amendment Amount	
				July	1, 2002	June :	30, 20	05	\$3,	202,971	(\$76,19	97)
F	und D	ept.	Organi	zation	Appr.	Obj/Re	ev Source	се	GRC/PI	ROJ/JOB No.	Amour	nt
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	Р	roject N	Name			Es	timated	Pay	ment To	otal by Fiscal	Year	
Alcohol and Drug					FY	A	mount		I/D	FY	Amount	I/D
Residential Services					03-04	\$25	,042		D			
				04-05	<u>\$51</u>	.155	_	D				
Contract Type – 2(b)					_		_					
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THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

hereinafter called Contractor
rity No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

IN THAT CERTAIN Contract #02-622 by and between the County of San Bernardino, a political subdivision of the State of California, and Contractor, which Contract first became effective July 1, 2002, the following changes are hereby made and agreed to:

1. ARTICLE III ADMINISTRATIVE PROCEDURES is amended to add the following:

- 6. If Contractor is not licensed or certified by the State, Contractor shall submit organizational documents to County within 30 days of execution of this contract, or within 90 days of annual renewal or continuation of this contract, or when there has been a change in name or ownership. Organizational documents shall include Contractor's Articles of Incorporation or Partnership Agreements, business licenses, fictitious name permits, and such other information and documentation as may be requested by County.
- 2. ARTICLE VIII CONFIDENTIALITY is deleted in its entirety and replaced with the following:

VIII. CONFIDENTIALITY

- Contractor shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations Part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
- No list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
- 3. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Contractor is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Contractor is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts

160 and 164. Contractor will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

- 3. ARTICLE IX NONDISCRIMINATION is amended to add the following:
 - 5. <u>Cultural and Linguistic Competency.</u> Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
 - a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for the provision of appropriate and effective substance abuse treatment services.
 - b. There is recognition by the DBH that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. The provision of medically necessary specialty substance abuse treatment in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective substance abuse treatment. Providing services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

- c. To assist the Contractor's efforts towards cultural and linguistic competency:
 - (1) DBH shall provide technical assistance to the Contractor regarding cultural competency implementation.
 - (2) DBH shall provide demographic information to Contractor on service area for services planning.
 - (3) DBH shall provide cultural competency training for Department and Contractor personnel. Contractor staff are encouraged to attend at least one cultural competency training per year.
 - (4) DBH shall provide interpreter training for Department and Contractor personnel.
 - (5) DBH shall provide technical assistance for Contractor in translating substance abuse treatment information to Spanish.
- 4. ARTICLE XII PERFORMANCE is deleted in its entirety and replaced with the following:

XII. PERFORMANCE

1. Recovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her substance abuse. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social

characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the alcohol and other drug treatment and recovery field.

- 2. It is believed that all clients can recover, even if that recovery is not complete. The Recovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma", improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.
- 3. Under this Agreement Contractor shall provide those services which are dictated by attached addenda and/or exhibits. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the <u>ADS</u> <u>Manual for Contract Agencies.</u> In the event information in the attachments conflicts with the basic Agreement, then information in the attachments shall take precedence to the extent permitted by law.
- 5. ARTICLE XIII FUNDING, PARAGRAPH 2 is amended to read as follows:
 - 2. The maximum financial obligation of County under this Agreement shall not exceed the sum of Three Million, One Hundred Twenty-Six Thousand, Seven Hundred Seventy-Four Dollars (\$3,126,774). The maximum financial obligation is further limited by fiscal year, funding source, and service

modalities as delineated on the attached Schedule A. Funds may not be transferred between funding sources nor modes of service without the prior written approval of the Director or designee.

All other terms, conditions and covenants of this basic contract first entered into July 1, 2002 remain in full force and effect.

COUNTY OF SAN BERNARDINO		Social Science Services, Inc.			
		(Print or type name of corporation, company, contractor, etc.)			
>		Ву			
Dennis Hansberger, Chairman, Board of S	Supervisors	(Authorized signature - sign in blue ink)			
Dated:		Name			
SIGNED AND CERTIFIED THAT A COPY DOCUMENT HAS BEEN DELIVERED TO		(Print or type name of person signing contract) Title			
CHAIRMAN OF THE BOARD		(Print or Type)			
Clerk of the Board of S of the County of San E		Dated:			
Ву		Address18612 Santa Ana			
Deputy		Bloomington, CA 92316			
pproved as to Legal Form Reviewed by Contract C		ract Compliance Presented to BOS for Signature			
•	•	•			
County Counsel		Department Head			
Date	Date	Date			

Auditor/Controller-Recorder Use Only

☐ FAS

Keyed By

☐ Contract Database

Input Date

SCHEDULE A PLANNED RESIDENTIAL SERVICES

PROVIDER NAME FACILITY LOCATION

SOCIAL SCIENCE SERVICES CEDAR HOUSE RESIDENTIAL - 3640 2002-2003

<u>CalWORKS</u>	Rate	Bed Days	<u>Dollars*</u>
Women	\$59.85	358	\$22,011
Men	\$59.85	122	\$7,516
Adults with Children	\$76.67	854	\$67,163
Detoxification	\$70.63	46	\$3,390
TOTAL		1,380	\$100,080
<u>CPS</u>			
Women	\$59.85	342	\$20,400
Men	\$59.85	92	\$5,506
Adults with Children	\$76.67	117	\$8,970
Detoxification	\$70.63	12	\$848
TOTAL		563	\$35,724
<u>PSN</u>			
Women			
Men	\$59.85	574	\$34,239
Adults with Children			
Detoxification	\$70.63	21	\$1,483
TOTAL		595	\$35,722
SACPA			
Women	\$59.85	1,491	\$88,938
Men	\$59.85	2,275	\$135,704
Adults with Children	\$76.67	685	\$52,519
Detoxification	\$70.63	225	\$15,892
TOTAL		4,676	\$293,053
ALL OTHERS			
Women	\$59.85	950	\$56,668
Men	\$59.85	1,743	\$104,319
Adults with Children	\$76.67	1,173	\$89,934
Detoxification	\$70.63	1,825	\$128,900
C.I.W.	\$59.85	2,154	\$128,583
Drug Court	\$59.85	868	\$51,776
TOTAL		8,713	\$560,179
AFTERCARE			\$17,500
GRAND TOTAL		15,966	\$1,042,258

^{*}Rounded to nearest dollar

SCHEDULE A PLANNED RESIDENTIAL SERVICES

PROVIDER NAME FACILITY LOCATION

SOCIAL SCIENCE SERVICES CEDAR HOUSE RESIDENTIAL - 3640 2003-2004

<u>CalWORKS</u>	<u>Rate</u>	Bed Days	<u>Dollars*</u>
Women	\$61.35	358	\$22,011
Men	\$61.35	122	\$7,516
Adults with Children	\$78.59	854	\$67,163
Detoxification	\$72.40	46	\$3,390
TOTAL		1,380	\$100,080
<u>CPS</u>			
Women	\$61.35	332	\$20,400
Men	\$61.35	89	\$5,506
Adults with Children	\$78.59	114	\$8,970
Detoxification	\$72.40	11	\$848
TOTAL		546	\$35,724
<u>PSN</u>			
Women			
Men	\$61.35	558	\$34,239
Adults with Children	.		•
Detoxification	\$72.40	20	\$1,483
TOTAL		578	\$35,722
SACPA			
Women	\$61.35	1,449	\$88,938
Men	\$61.35	2,211	\$135,704
Adults with Children	\$78.59	668	\$52,519
Detoxification	\$72.40	219	\$15,892
TOTAL		4,547	\$293,053
ALL OTHERS			
Women	\$61.35	923	\$56,668
Men	\$61.35	1,986	\$121,819
Adults with Children	\$78.59	1,144	\$89,934
Detoxification	\$72.40	1,780	\$128,900
C.I.W.	\$61.35	2,095	\$128,583
Drug Court	\$61.35	843	\$51,776
TOTAL		8,771	\$577,679
AFTERCARE			
GRAND TOTAL		15,822	\$1,042,258

^{*}Rounded to nearest dollar

SCHEDULE A PLANNED RESIDENTIAL SERVICES

PROVIDER NAME FACILITY LOCATION FY

SOCIAL SCIENCE SERVICES CEDAR HOUSE RESIDENTIAL - 3640 2004-2005

<u>CalWORKS</u>	Rate	Bed Days	<u>Dollars*</u>
Women Men	\$62.89 \$62.89	349 119	\$22,011 \$7,516
Adults with Children Detoxification	\$80.55 \$74.11	833 45	\$67,163 \$3,390
TOTAL	••••	1,346	\$100,080
<u>CPS</u>			
Women	\$62.89	324	\$20,400
Men	\$62.89	87	\$5,506
Adults with Children	\$80.55	111	\$8,970
Detoxification	\$74.11	11	\$848
TOTAL		533	\$35,724
<u>PSN</u>			
Women Men Adults with Children	\$62.89	544	\$34,239
Detoxification	\$74.11	20	\$1,483
TOTAL		564	\$35,722
SACPA			
Women	\$62.89	1,414	\$88,938
Men	\$62.89	2,157	\$135,704
Adults with Children	\$80.55	652	\$52,519
Detoxification	\$74.11	214	\$15,892
TOTAL		4,437	\$293,053
ALL OTHERS			
Women	\$62.89	901	\$56,668
Men	\$62.89	1,937	\$121,319
Adults with Children	\$80.55	1,116	\$89,934
Detoxification	\$74.11	1,739	\$128,900
C.I.W.	\$62.89	2,044	\$128,583
Drug Court	\$62.89	823	\$51,776 \$577,670
TOTAL		8,560	\$577,679
AFTERCARE			
GRAND TOTAL		15,440	\$1,042,258

^{*}Rounded to nearest dollar